

ADDENDUM NO. 1

June 28, 2016

To: Prospective Bidders

From: Accounts Payable and Purchasing
Mississippi Department of Wildlife, Fisheries and Parks

RE: **2017 Uniform Apparel**

This Addendum forms a part of the Contract Documents and modifies the original Bid Documents. Acknowledge receipt of this Addendum in the space provided on the Bid Proposal Form. Failure to do so may subject Bidder to disqualification.

This addendum consists of 9 pages. It includes the addendum and the current Invitation to Bid.

Changes to Invitation to Bid:

1. The Invitation to Bid has been changed in its entirety. Please discard the original Invitation to Bid.

ACKNOWLEDGED BY:

Signature

Company

DESCRIPTION: 2017 Uniforms Apparel

SOLICITATION NUMBER: 1464-16-R-IFBD-00027

BID DUE DATE AND TIME: July 08, 2016 AT 2:00 P.M. LOCAL TIME

Pre-Bid Date: June 21, 2016 AT 9:00 A.M at:
Mississippi Museum of Natural Science
2148 Riverside Drive
Jackson, MS 39202

The Mississippi Department of Wildlife, Fisheries and Parks will accept sealed bids until **1:59 p.m., July 08, 2016** to be opened immediately.

Bid Opening Location: MS Department of Wildlife, Fisheries and Parks
Attn: Purchasing Department
1505 Eastover Dr.
Jackson, MS 39211-6374

For questions regarding Specifications and General Terms and Conditions contact:

Candice Webster
Accountant/Auditor III
(601) 432-2152
candicel@mdwfp.state.ms.us

1.1 Introduction

- 1.1.1 The Mississippi Department of Wildlife, Fisheries and Parks requests sealed bids for the purpose of establishing an Agency-Vendor contract for a one-year period for the purchase of uniform items. Orders shall be placed as needed within the period of the contract.
- 1.1.2 The agency reserves the right to define equals, reject any and/or all bids, or any part of any/or all bids, and to waive any informality.
- 1.1.3 It shall be incumbent upon the bidders to understand the specifications. Any requests for clarifications shall be in writing and shall be submitted to our purchasing office at least five (5) days prior to the time and date set for the bid opening. Any Questions and/or request for clarifications may be email to Candice Webster at candice@mdwfp.state.ms.us.

1.2 Awards

- 1.2.1 Awards will be made based on the lowest and best bid. However, we reserve the right to award in the best interest of the Mississippi Department of Wildlife, Fisheries and Parks
- 1.2.2 It is the intent of the Mississippi Department of Wildlife, Fisheries, and Parks to award this contract/bid as a sum and **not** a line-by-line basis. Although bidders are allowed to bid on single items, bidders who can provide an item majority will be considered above single item bidders.
- 1.2.3 Factors to be considered in determining the best bid include:
 - Price
 - Number of items being bid
 - Conformity with Specifications
 - Responsibility of Bidder
 - Bidder's ability to deliver and/or supply

1.3 Samples

Samples are required if bidder is bidding on an equal or better item. Samples must be furnished free of expense to the Department of Wildlife, Fisheries and Parks. Each individual sample must be labeled with Bidder's name, manufacturer's brand name and number, and bid item number.

Samples must be sent separately and prior to bid opening to:

Mississippi Department of Wildlife, Fisheries and Parks
1505 Eastover Drive
Jackson, MS 39211

1.4 Ordering, Delivery, Invoicing, and Payment

- 1.4.1 It is the intent of the Mississippi Department of Wildlife, Fisheries, and Parks to order in bulk when possible. However, the agency reserves the right to order in single quantities when necessary.
- 1.4.2 Orders may be placed with a purchase order or a picking ticket. *See Attachment 1 for sample picking ticket.*
- 1.4.3 Each picking ticket represents one individual order. The orders will be packaged individually and marked by the person's name identified on the picking ticket prior to shipping.

Note: It is the intent of the agency to order in bulk with various individual's items being shipped to the same location. Although items may be shipped in bulk packaging, it is important that each individual's items be packaged separately within the bulk package.

- 1.4.4 Invoices should represent the total for **each** picking ticket. Vendors will not combine invoices unless requested by the agency. Vendors will be required to create an invoice per picking ticket.

Vendors will only invoice the agency when the complete order has been shipped. Partial invoices will not be accepted. In instances of excessive or lengthy backordered items, the agency reserves the right to request partial invoices and shipping of incomplete orders.

Note: *See invoice terms and conditions no. 7 for details of where to send invoices.*

- 1.4.5 Back Orders must be clearly identified and not included in the items being invoiced.
- 1.4.6 Vendors must supply a tracking number for every return.
- 1.4.7 Payments may be made by check, electronic payment, or credit card payment. Bidders should factor in all cost associated with electronic and credit card payments. The agency will not be responsible for any fees or transaction costs associated with electronic or credit card cost.

Credit cards transactions must have level two (2) reporting requirements met and must be capable of using a free form field to input agency specific reporting data. Please review this requirement with your credit card merchant to ensure this feature is available before bidding.

1.5 SUBMISSION REQUIREMENTS

1.5.1 All bids must be submitted electronically. Bids submitted by mail or email will not be accepted. Please refer to the links below for the Vendor Registration website as well as tutorials. Please contact the MASH Help Desk (601-359-1343) if you require any assistance.

Registration Website

https://sus.magic.ms.gov/sap/bc/webdynpro/sapsrm/wda_e_suco_sreg?sap-client=100#

Tutorial For Registration Process

http://uperform.magic.ms.gov/ucontent/7506bb9015c348dd8c10223a706188d0_en-US/course/html/course.htm

Tutorial for Bid Submission

http://www.mmrs.state.ms.us/vendors/Supplier_Training.shtml

Click on Supplier Self Service eLearning

Then Click Launch Course

In the top right corner, click MENU

Find Lesson 2: RFx

And follow the instructions.

1.5.2 Upload the following documents:

Bid Proposal Form. Complete the bid proposal form and upload the document. The attachment should be named *Bid Proposal Form*.

Terms and Conditions

1. The Mississippi Department of Wildlife, Fisheries and Parks reserves the right to reject any and/or all bids, to waive any informality in bids, and unless otherwise specified by the bidders, to accept any items on the bid. If the bidders fail to state the time within bids must be accepted, it is understood and agreed that the Mississippi Department of Wildlife, Fisheries and Parks shall have sixty (60) days to accept.
2. A written contract award letter mailed or otherwise furnished to the successful bidder within the time of acceptance specified in the Invitation to Bid, results in a binding contract without further action by either party.
3. No bid shall be altered or amended after the specified time for opening bids.
4. Contracts and purchases will be made or entered into with the lowest and best, responsible bidder meeting specifications.
5. If purchase orders or contracts are canceled because of the awarded vendor's failure to perform or request for price increase, that vendor shall be removed from our bidders' list for a period of twenty-four (24) months.
6. Bid openings will be conducted open to the public. However, they will serve only to open bids. No discussion will be entered into with any vendor as to the quality or provisions of the specifications, and no award will be made either stated or implied at the bid opening. All bidders are invited and encouraged to attend the bid opening meeting to review the submitted bids. After the close of the bid opening meeting, the bids will be considered to be in the evaluation process and will not be available for review by bidders. Questions shall not be answered as a result of telephone inquiries.
7. Invoices are to be emailed to supportservices@mdwfp.state.ms.us. Please type **"Invoice(s) for 2017 Uniform"** in the subject line. Each invoice should be uploaded as a separate document and should be named by the individual's name identified on the picking ticket.

Invoices can also be mailed to:

Accounts Payable
Mississippi Department of Wildlife, Fisheries and Parks
1505 Eastover Drive, First Floor
Jackson, Mississippi 39211-6374

For the purposes of reconciliation, invoices should include the name of each individual. The names can be found on the ordering picking ticket.

Payment will be made no later than 45 days after receipt of merchandise.

8. Questions or problems arising from bid procedures or subsequent order and delivery procedures should be directed to:

Candice Webster, Accountant/Auditor III
1505 Eastover Drive, First Floor
Jackson, MS 39211
Email address: brianf@mdwfp.state.ms.us

9. The minimum specifications are used to set a standard and in no case are used with the intention to discriminate against any manufacturer. Bidders should note the name of the manufacturer and model number of the product they propose to furnish and submit descriptive literature.
10. Protest regarding this Invitation to Bid is governed by the Mississippi Procurement Manual, Section 6.

The manual may be viewed at <http://www.dfa.state.ms.us/Purchasing/ProcurementManual.html>

Pursuant to Section 6.101.02 and 6.101.03, Vendors must protest within seven (7) days after they know or should have known of the facts giving rise to the protest. Protests involving the Invitation to Bid and any of its contents should be made within seven (7) days of the posting of the Invitation to Bid. When all *Proposals* have been read, recorded and results posted, a Proposing Firm may choose to protest the award.

All protests must be made in writing to the Mississippi Department of Wildlife, Fisheries and Parks contact provided herein above (page 2), with copy to:

Chief Procurement Officer
Woolfolk Building, Suite 701
501 North West Street
Jackson, Mississippi 39201

No protests will be considered later than seven (7) days following the posting of the INTENT TO AWARD notification.

The letter of protest should identify the Project, include what is being protested, why it is being protested, and be signed by the individual who is protesting.

11. E-Verify. Contractor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act, Section 71-11-1, et seq of the Mississippi Code Annotated (Supp 2008), and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor/Seller agrees to maintain records of such compliance and, upon request of the State and approval of the

Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. Contractor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor/Seller understands and agrees that any breach of these warranties may subject Contractor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit certification or other document granted to Contractor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Contractor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit."

The State requires the Contractor to submit invoices electronically throughout the term of the agreement. Vendor invoices shall be submitted to the state agency using the processes and procedures identified by the State. Payments by state agencies using the Mississippi Accountability System for Government Information and Collaboration (MAGIC) shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of the Contractor's choice. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

12. If the agency is closed for any reason, including but not limited to: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), which closure prevents the opening of bids at the advertised date and time, all bids received shall be publicly opened and read aloud on the next business day that the agency shall be open and at the previously advertised time. The new date and time of the bid opening, as determined in accordance with this paragraph, shall not be advertised, and all Vendors/Contractors, upon submission of a bid proposal, shall be deemed to have knowledge of and shall have agreed to the provisions of this paragraph. Bids shall be received by the agency until the new date and time of the bid opening as set forth herein. **The agency shall not be held responsible for the receipt of any bids for which the delivery was attempted and failed due to the closure of the agency as a result of a Force Majeure Event.** Each Vendor/Contractor shall be required to ensure the delivery and receipt of its bid by the agency prior to the new date and time of the bid opening

305170 MNS 1040 00441

V0001305170

Attachment 1

EMPLOYEE
Edward Olack

Vendor # V0001305170
Vendor The Sports Center Inc
Delivery MNS
Address 2148 Riverside Drive

Museum of Natural Science

Activity W998 ORG 1040 Project 00441 RPTG I4FC

Jackson

QTY	Description	Item Num	Size	Size/Color	Size/Color	Unit Price	Total Cost
1	Carhartt Work Jacket w/ Hood-Regular	36	L	Regular	MOSS	\$70.00	\$70.00

29